

COPY
PROMISSORY NOTE

October 7, 1997

\$2,650,000.00

The undersigned promises to pay to the order of Leonard A. Vigeant the sum of Two Million Six Hundred Fifty Thousand and 00/100 Dollars (\$2,650,000.00) at Fleet Bank, Nashua, New Hampshire, on or before January 5, 1998, together with interest on the unpaid balance at the rate of eight percent (8%) per annum. Interest only shall be payable as follows:

- A. On the date of this Note \$580.82 per day from and after September 5, 1997, to and through the date of this Note; plus
- B. \$35,243.84 on the date hereof; plus
- C. \$17,551.85 due and payable December 5, 1997.

All principal and interest shall be due and payable in full on or before the ninetieth day hereafter.

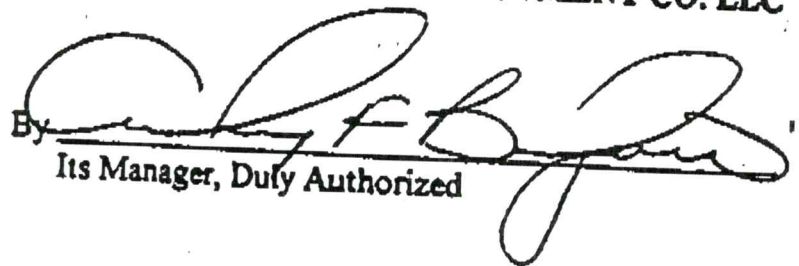
In the event of default in the payment of principal when due, interest shall thereafter accrue at the rate of one and one half percent (1½%) per month.

This Note is secured by a Mortgage on real estate located at the intersection of Route 111 and Kimball Road in Hudson, Hillsborough County, New Hampshire.

Shepherds Hill Development Co., LLC hereby designates Morgan Hollis, Esq., at 39 East Pearl Street, Nashua, NH 03060-3407, as its agent for service of process in the event of suit on the above Note.

SHEPHERDS HILL DEVELOPMENT CO. LLC


Witness


By
Its Manager, Duly Authorized

TO ANY HOLDER OF THIS NOTE: See Attachment to this which gives the Maker certain rights to extend this Note upon payment of specified extension fees.

EXHIBIT A

ADDENDUM TO NOTE

COPY

I, Leonard A. Vigeant, on behalf of myself and any endorsee of the attached Note ("Holder") in the amount of \$2,650,000.00 due on or before the sixtieth day immediately following the date of this Note, hereby agree:

Provided Maker is not in default under said Note or its securing Mortgage, upon receipt by Holder of cash or bank check or wire funds in the amount of Seventeen Thousand Six Hundred Twenty-one and 92/100 Dollars (\$17,621.92) prepaid interest plus a Thirty-three Thousand Three Hundred Thirty-three and 33/100 Dollars (\$33,333.33) extension payment, per thirty (30) day extension, which must be received by Holder prior to the fifth (5th) day of any calendar month; to extend the due date of the attached Note for additional thirty (30) day periods, up to four (4) thirty (30) day extensions, but such extensions shall not, in any event, extend the date on which this Note is due and payable beyond May 7, 1998. The aforesaid extension payment shall apply to and be deducted from principal due and payable under the attached Note.

Dated: October 7, 1997

Witness

Leonard A. Vigeant

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EXHIBIT B

NON-RECOURSE
ASSIGNMENT
OF NOTE AND MORTGAGE

COPY

FOR VALUE RECEIVED, Leonard A. Vigeant, 4 Hill Top Road, Hudson, Hillsborough County, New Hampshire, holder of a Promissory Note from Shepherd's Hill Development Co., LLC, 5 Hallberg Park, North Reading, Middlesex County, Commonwealth of Massachusetts, which Note is secured by a Mortgage Deed dated October 7, 1997 and recorded at the Hillsborough County Registry of Deeds at Book 5860, Page 1801

hereby assigns, without recourse, said Note and Mortgage to

~~Ernest~~ *22 Kimball Hill Road, LLC e NH LLC*
Thibeault, of 603 Old Mammoth Road, Londonderry, New Hampshire 03053 ("Assignee")

In connection therewith Leonard A. Vigeant makes the following representations and warranties:

1. He is the owner and holder of each of the loan documents herein assigned by this instrument;
2. He has good right and lawful authority to sell, assign and set over to the Assignee such Loan documents and that such loan documents have not been amended, modified or changed in any material respect except as a result of Order of the United States Bankruptcy Court for the District of New Hampshire (the "Court") in the Matter of Shepherd's Hill Development Co., LLC (Chapter 11 Case No. BK-99-11087-JMD);
3. Such loan documents evidence and secure the repayment of the allowed secured claim, as determined by the Court; and
4. The loan documents are valid and enforceable in accordance with their terms and conditions, except as modified by the Order Confirming Debtor's Plan of Reorganization filed and approved July 21, 2000 by the United States Bankruptcy Court for the District of New Hampshire in the Matter of Shepherd's Hill Development Co., LLC (Chapter 11 Case No. BK-99-11087-JMD).

IN WITNESS WHEREOF, the said Leonard A. Vigeant has signed this Assignment this 28th day of July, 2000.

Heidi J. Barrett-Kitchen
Witness

Leonard A. Vigeant
Leonard A. Vigeant

STATE OF NEW HAMPSHIRE

County of Hillsborough

July 28, 2000

Then personally appeared the above-named Leonard A. Vigeant and acknowledged that he executed the foregoing for the purposed therein contained,

Before me,

Heidi J. Barrett-Kitchen
Heidi J. Barrett-Kitchen
Notary Public
My Commission Expires: April 2, 2002